



# LANDSCAPE MAINTENANCE CONTRACT

**DATE:** March 25, 2016

**FOR THE PROPERTY:** BRADFORD PARK

**DURATION OF THE CONTRACT:** 5/1/2016-4/30/2017



# GENERAL

## A. Scope of Work

Merit Service Solutions shall provide all materials, equipment, labor and supervision to perform all services throughout the duration of this contract. Details of the Client's scope of work are listed below in the Work Schedule.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	43
<b>Turf</b>													
Mow/Edge/Trim &/or Detail	2	2	5	4	5	4	4	4	5	4	2	2	43
Fertilizations		1				1				1			3
Extra Visits													0
Pre-Emergent Herbicide		1								1			2
Post Emergent Herbicide			1	1							1	1	4
Fungicide/Insecticide													0
Rye Fertilizations													0
Aerating													0
Rye Overseeding													0
Topdress													0
Field Mowing													0
Retention Pond Mowing													0

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Beds/Shrubs</b>													
Shaping (except Spring flowering)	1												1
Pruning		1	1	1	1	1	1		1	1	1		9
Ornamental Grass/Perennials		1											1
Weeding	2	2	5	4	5	4	4	4	5	4	2	2	43
Fertilization		1				1				1			3
Fungicide/Insecticide													0



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Groundcovers</b>													
Scalp		1											1
Weeding	2	2	5	4	5	4	4	4	5	4	2	2	43
Pruning			1	1	1	1	1	1	1	1	1		9
Fertilization		1				1				1			3

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Tree</b>													
8' Canopy												1	1
Base Suckers	2	2	5	4	5	4	4	4	5	4	2	2	43
Fertilize		1				1				1			3
Remove Fallen Leaves	2	2	5	4	5	4	4	4	5	4	2	2	43
Weed Tree Wells	2	2	5	4	5	4	4	4	5	4	2	2	43

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Flower Beds/Pots</b>													
Install Color													0
Deadhead/Prune	2	2	5	4	5	4	4	4	5	4	2	2	43
Mulch (per flower type)													0
Fungicide/Insecticide													0
Weed	2	2	5	4	5	4	4	4	5	4	2	2	43
Fertilizer/High P													0

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Mulch</b>													
Existing Tree Wells													0
Beds (unless otherwise request)													0



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Hardscapes</b>													
Remove Landscape Clippings	2	2	5	4	5	4	4	4	5	4	2	2	43
Remove Trash in Landscape	2	2	5	4	5	4	4	4	5	4	2	2	43
Blow All Walkways	2	2	5	4	5	4	4	4	5	4	2	2	43
Spray Granite or Paths/Pads	1	1	1	1	1	1	1	1	1	1	1	1	12
Weeds in Curbs/Walks/Pk Lot	1	1	1	1	1	1	1	1	1	1	1	1	12

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Pest &amp; Disease Control</b>													
Fire Ant Broadcast													0
Mound Control	2	2	5	4	5	4	4	4	5	4	2	2	43

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Irrigation</b>													
Full System Check	1	1	1	1	1	1	1	1	1	1	1	1	12
Repairs													0

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Special Provisions</b>													
													0
													0
													0

# of visits per month may vary due to day of service



## **B. Workforce**

Merit Service Solutions shall provide supervisory personnel experienced in landscape maintenance with knowledge of regulations and procedures. All crew members shall be trained, supervised, and uniformed with proper safety equipment.

## **C. Site Enhancements**

Site enhancements beyond this scope of this contract proposal shall be on a separate contract basis. Such bids are good for thirty (30) days from submission.

## **D. Service Not Included in Contract Unless Specified In Special Provisions**

(See Work Schedule for Services Included in Contract)

Services not included in contract consist of, but are not limited to, the following items:

1. Pruning of trees above the 8' canopy.
2. Pruning of limbs greater than 1" diameter below the 8' canopy.
3. Cleaning of gutters or drains.
4. Watering which cannot be accomplished by the irrigation system.
5. Clean up of excessive trash or other non-landscape materials in maintained area.
6. Control of rodents, bats, birds, or bees. Applications of deer repellent.
7. Post storm clean up.
8. De-icing of walks and entries.
9. Ant control in secondary areas (this service is provided in primary areas).
10. Pest and disease control in turf and ornamentals.
11. Fertilizers, pre-emergents, and post emergents in secondary areas.
12. Control of Dhali Grass, KR bluestem grass & nut-sedge (nut grass)

## **E. Definition**

Primary areas are irrigated and secondary areas are non irrigated.



## SERVICES

Optional Services listed below will be included in the contract upon the 'Client's' request. All of the services that are in contract are totaled in cost then divided by twelve (12) months so the 'Client' can pay an equal expected amount each month. Some clients choose to keep the items below outside of a contract so that they might be budgeted in full during the month in which the service is performed. These items would be considered Site Enhancements outside of a contract and would be subject to current market pricing at the time of application. Should the 'Client' select to include the items below as part of the contract; prices will apply for the length of the contract (12 months). We offer you the option.

There are no optional services

If the 'Client' would like to add the above items to the base amount listed in the Cost of Services, you will find a blank to do so.

## SPECIAL PROVISIONS

Below are services the 'Client' has requested placed within the contract. The additional costs are reflected in the Cost of Services and the services included on the Work Schedule.



## **CONTRACT TERMS AND GENERAL PROVISIONS**

### **A. Payment Schedule**

This maintenance contract is for one (1) year of service payable in twelve (12) equal monthly installments. Any deviation from this payment schedule will be subject to mutual agreement of the contracting parties.

### **B. Invoicing**

Invoices shall be issued on the first (1st) of each month with payments to be received on the thirtieth (30th) day after invoicing. A late charge of 1.5% will be due on any unpaid balance following the due date. Merit Service Solutions reserves the right to stop providing any or all services without notice if the 'Client' fails to make payment. The 'Client' will be responsible for all costs associated with collection incurred by Merit Service Solutions , including but not limited to reasonable attorney fees and costs.

### **C. Termination Of The Contract**

Either party may cancel this agreement with a thirty (30) day written notice. If no written notice of cancellation is received, this contract will automatically renew for a one (1) year period. If this contract is cancelled by the 'Client' prior to the expiration of the term, Merit Service Solutions will compare services rendered vs. services billed and the 'Client' will receive a final bill for the difference. Final payments are due within thirty (30) days of cancellation of contract.

### **D. Binding Agreement**

This contract is subject to withdrawal with notice by Merit Service Solutions if not accepted by the 'Client' within thirty (30) days. The proposal shall not become binding until it is approved in writing by both the 'Client' and Merit Service Solutions . When approved in this manner and accepted by the 'Client' this proposal will then become the Contract Agreement.

We appreciate the opportunity to submit this proposal and look forward to working with you in the near future. If we can be of further assistance, or if you should have questions, please contact Merit Service Solutions prior to signing.



# COST OF SERVICES

MONTHLY BILLING SCHEDULE	SERVICE COST	SALES TAX	TOTAL COST
MAY 2016	\$767.04	\$63.28	\$830.32
JUNE 2016	\$767.04	\$63.28	\$830.32
JULY 2016	\$767.04	\$63.28	\$830.32
AUGUST 2016	\$767.04	\$63.28	\$830.32
SEPTEMBER 2016	\$767.04	\$63.28	\$830.32
OCTOBER 2016	\$767.04	\$63.28	\$830.32
NOVEMBER 2016	\$767.04	\$63.28	\$830.32
DECEMBER 2016	\$767.04	\$63.28	\$830.32
JANUARY 2017	\$767.04	\$63.28	\$830.32
FEBRUARY 2017	\$767.04	\$63.28	\$830.32
MARCH 2017	\$767.04	\$63.28	\$830.32
APRIL 2017	\$767.04	\$63.28	\$830.32
<b>TOTALBASE MAINTENANCE:</b>	<b>\$9,204.48</b>	<b>\$759.36</b>	<b>\$9,963.84</b>

The signatures below indicate agreement to the work and payment specifications outlined above and give Merit Service Solutions the authorization to begin landscape maintenance effective: 5/1/2016 - 4/30/2017

\_\_\_\_\_  
Merit Service Solutions

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
March 25, 2016  
Dated

\_\_\_\_\_  
The Client Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
BRADFORD PARK  
Property Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Dated